

APPROVED BY
Decision of the Executive Board meeting of
ICICI Bank Eurasia
Limited Liability Company
Minutes of the EB meeting No. eb-13/06-2011 dd June 30, 2011

Effective from August 01, 2011.



**TERMS OF ISSUE AND SERVICING CREDIT CARDS OF
ICICI BANK EURASIA LLC**

The present “Terms of issue and servicing credit cards of ICICI Bank Eurasia LLC (hereinafter also the “Terms”) regulate the procedure for the issue and servicing credit cards of payment system Visa International, issued by ICICI Bank Eurasia Limited Liability Company.

Terms and definitions used in the agreement

- **Authorization** –authorization given by the Bank enabling the Card holder to perform operations with the Card and constituting financial obligation of the Bank to perform documents executed as a result of Card operations.
- **Activation** – revocation of technical restrictions on Card operations imposed by the Bank on Card issue.
- **Bank** - ICICI Bank Eurasia Limited Liability Company with its legal address: Russian Federation, 125047, 4th Lesnoy Lane, 4. License of CBR № 3329; Branch of ICICI Bank Eurasia Limited Liability Company in St.Petersburg.
- **Issuing bank** – the Bank that issued a credit card in the name of the Customer against his/her application for the balance transfer.
- **ATM** –automatic teller machine for withdrawal and /or receipt of cash assets, execution of documents certifying corresponding Operations, issue of Account statements and other technical operations stipulated by its functional without participation of the authorized Bank officer.
- **Card Blockage** – termination by the Bank of any Card operation through refusal to provide Authorization.
- **Card Blockage for credit reasons** – the Bank will block all cards issued by the Bank in accordance with terms and conditions of the agreement with simultaneous reduction of Credit limit to the amount outstanding.
- **Bank account (hereinafter – Account)** – account in Russian currency opened – in the name of the Customer under the Agreement for processing operations provided however that the said operations are not connected with business activities.
- **Account Statement** – report on operations on the Account for a Billing period.
- **Chargeback** – funds credited to the Customer’s account as a result of any written claim sent to the Bank by the Customer to protest against any Card operation.
- **Agreement** – agreement concluded between the Customer and the Bank for the issue and servicing of the Card including Application, “Terms of issue and servicing credit cards of ICICI Bank Eurasia LLC” (hereinafter – Terms) applicable for credit cards VISA Classic, VISA Gold emitted by the Bank within the framework of the payment system VISA International and Credit Card Bank Tariffs as integral parts of the Agreement.
- **Card holder** –primary Card holder or other individual in whose name the Bank issued an Add-on credit card.
- **Add-on credit card** – credit card issued by the Bank in the name of other individual on the basis of the Customer’s application. Add-on card is issued by the Bank only to close relatives.
- **Available balance** –funds available to the Customer for the performance of card operations within the framework of Credit limit established by the Bank. Available balance is determined by the Bank as the difference between Credit limit and total sum of the Customer's indebtedness to the Bank.
- **Date of debiting funds from the Account** – date of actual debiting of the operation amount from the Account opened with the Bank. It may differ from the date of processing of settlement documents.
- **Date of processing of settlement documents** – date of processing by the Payment system or Processing Centre of documents confirming Card operations.
- **Statement date** – 20th (the twentieth) day of the current month
- **Application for the issue of Credit Card (hereinafter –Application)** – document in hard copy with the proposal (offer) of the Customer to the Bank to enter into Agreement. Application shall be executed and signed by the Customer. Provided that when signing the application the Customer expresses his/her full agreement with Terms and Bank Tariffs.
- **Application for the Balance Transfer** – document in hard copy with the proposal (offer) of the Customer to the Bank to effect Balance transfer.
- **Debt** – total amount due and payable by the Customer to the Bank under the Agreement including the amount of Credit and/or Technical overdraft and/or any overdue amounts, any

accrued interest on the Credit and Technical overdraft that remains outstanding, any penalty interest charged on the overdue Credit and Technical overdraft, collection costs incurred by the Bank (including fees payable to collection agencies) and/or other payments stipulated by the Terms and/or Tariffs.

- **Identification** – personal identification of the Customer on his/her application directly to the Bank, point-of-sale terminal, ATM, cash desk or on his/her distant application to Twenty-Four-Hour Call Centre with a view to performing operations and/or receiving services. At Twenty-Four-Hour Call Centre the Customer is identified by the maiden name of the Customer's mother or by the password or other information to be provided by the Customer at the Bank discretion. At the Bank or Bank Branch the Customer shall be identified on the basis of identity document pursuant to the Russian law.
- **Credit Card (hereinafter – Card)** – credit card of international payment system Visa International emitted by the Bank and enabling the Card holder to perform operations with the funds transferred by the Bank to the Account of the Card holder within the established Credit limit pursuant to the Russian Law and signed Agreement.
- **Credit limit** – maximum amount of funds in Russian currency (RUR) calculated by the Bank which may be exposed to the Card holder by the Bank for the performance of operations on the Account.
- **Credit** – amount used by the Card holder within the framework of his/her Credit limit.
- **Customer** – natural person, resident or non-resident of the RF, who is an account holder under the Agreement concluded with the Bank.
- **Minimum amount due** – mandatory minimum payment in satisfaction of Debt on the Account. Minimum amount due is comprised of:
 - 10% (ten per cent) of the principal amount calculated on the date of expiration of the Card tenor and;
 - All interests, fees and charges calculated on the date of the payment of Minimal amount due.
- **Technical overdraft** – debt on the Account that occurred as a result of debiting funds from the Account in the amount exceeding the established Credit limit.
- **Operation** – any operation on the Account which is carried out in accordance with the Russian Law and banking rules by means of Credit card issued by the Bank or its requisites. The said operation is performed at the request of the Customer or without it and shall include payment, transfer, conversion, cash withdrawal and cash contribution, i.e. debiting or crediting of funds to the Account.
- **Bank Branch** – subsidiary or extension counter of ICICI Bank Eurasia LLC where the Customer is served as per the Agreement.
- **Information publication** – information distribution carried out by the Bank in places and by methods determined by the present Terms and applied so that to make the said information available to the Customers. Information publication does not mean its mandatory distribution through mass media.
- **Card renewal** – action of the Bank as a result of which the Customer may perform operations with renewed card issued for the Customer:
 - to replace the expired Card;
 - to replace the lost Card (withdrawn, stolen, lost) with the same tenure as the lost one;
 - to replace the damaged Card (demagnetized magnetic stripe, damage of the card, etc.) with the same tenure;
 - in other cases at the request of the Customer who should give reasons for renewal.
- **Personal Identification Number (hereinafter – PIN-code)** – secret digital code for bank operations through ATMs, cash desks and point-of-sale terminals with a view to identification of the Card holder.
- **Payment system** - International Payment System Visa International (or there one) that establishes the rules for using the card and card settlements pursuant to the Russian law.
- **Processing centre** – legal entity or its department certified by payment system VISA International (or other payment system) enabling the said legal entity or its department to be engaged in the activities connected with accumulation, processing and dispatching of information on card operations to its participants – credit institutions.

- **Cash desk** – specially equipped place at the Bank, Bank branch for cash acceptance and/or withdrawal through Card.
- **Payment Period** – time period that comprises 20 (twenty) calendar days from the date of generation of Account Statement.
- **Billing Period** – period of time that starts from the date of Card activation and continues up to and including the 20th calendar day of the month or period between two consecutive Dates when Statements are generated (time period from the 21st calendar day of the current month up to and including the 20th calendar day of the next month).
- **Loan debt** – outstanding amount of term loan debt borne by the Customer.
- **Validity period** – period of time within which the card holder may use the card for bank Operations. The card is valid up to and including the last day of the month specified on its face.
- **Stop-list** – list of cards with which neither operations are allowed.
- **Tariffs** – Bank documents that are part and parcel of the Agreement constituting the amount of commissions (fees), interests, penalties charged by the Bank from the Customer for operations on the Account.

1. Basic Terms

1.1. The present Terms determine the procedure for the Card issue and maintenance and regulate the Card holder's relations with the Bank including the issues of Credit granted by the Bank on terms and in the procedure stipulated by the Agreement.

1.2. The Agreement is concluded by means of acceptance by the Bank of the Customer's application (offer). In this case the Agreement shall be deemed as concluded as of the date of acceptance by the Bank of the Customer's application (offer). Application (offer) shall be deemed as accepted if the Bank opens Account to the Customer. Notification of the Customer is carried out by the Bank in case of Card issue approval (acceptance of the Application by the Bank).

1.3. The Bank ensures processing of Card operations with charging fees as per the Bank Tariffs.

1.4. The Bank opens an account to the Customer and establishes Credit limit in Russian currency (RUR).

1.5. The account number is specified in the documents which the Bank hands over to the Customer together with the Card.

1.6. The Card holder is entitled to use the Credit limit from the date of the Card receipt (subject to successful Card Activation).

1.7. The Bank has an exclusive right to fix Credit limit and change the Card type specified in the Application at its discretion, including the right to cancel the Credit limit in cases stipulated by the present Terms.

1.8. Within the framework of the Agreement the Bank issues the Card and PIN-code to the Customer. Provided however that:

1.8.1. The Bank may deliver the Card to the Customer by registered mail with advice of delivery or on personal application of the Customer to the Bank or otherwise as agreed between the Customer and the Bank;

1.8.2. The Bank may deliver PIN-code to the Customer by ordinary mail to the address given by the Customer or on personal application of the Customer to the Bank;

1.9. The Card is the property of the Bank and the Bank is entitled to refuse the issue, replacement or renewal of the Card in cases stipulated by the Terms, as well as to suspend or terminate the same.

1.10. At the first Bank request the Card holder shall return the Card to the Bank.

1.11. Card-holder is the only person who is entitled to use the Card which is to be signed by the Card holder on its receipt. Transfer of the Card to any third parties is not allowed. The Card-holder bears full responsibility for Operations performed by any third parties.

1.12. On the basis of the Customer's application and in accordance with the Tariffs the Bank may issue Add-on cards (not more than 2). Add-on card holders shall be close relatives of the Customer (Primary Card-holder), namely:

1.12.1. spouse

1.12.2. son/daughter

1.12.3. brother/sister

1.12.4. mother/farther

1.13. Add-on card holder is entitled to perform card operations within the limit of available balance on the Customer's Card Account.

1.14. The Customer bears full responsibility for Operations performed with Add-on card.

1.15. The Customer shall apply to the Bank to activate the received Card before initiating settlement operations through the Card. The Card will be activated on application of the Customer to the Bank. i.e. the Customer shall call to Twenty-Four-Hour Call Centre to activate the Card (subject to successful identification of the Customer).

1.16. The Card-holder is prohibited to hand over PIN-code to third parties. PIN-code is used for the performance of various operations. PIN-code shall be entered for withdrawal/deposit of cash through ATMs.

1.17. Within the framework of the Terms PIN-code is recognized as the equivalent of the Card-holder's personal signature. Registration by ATMs, point-of-sale terminal or other terminal of Card operation performed as a result of entering PIN-code shall be treated as unconditional confirmation of Operation performed by the Card-holder and the basis for adjustment of available card balance and direct debiting of funds from Card account in the procedure stipulated by the Agreement.

1.18. Any attempt of the Card-holder to perform Card operations before its activation will be considered by the Bank as violation of the terms and conditions of the Agreement. Any settlement operations performed by the Customer with Card before its activation or if the funds are not available on the account (insufficient funds) will result in Technical overdraft which shall be repaid in the procedure stipulated by the Terms.

1.19. The Bank is entitled to change the Tariffs unilaterally (at its discretion) in which event the Bank shall notify the Customer thereof at least 14 (fourteen) calendar days prior to the date when the said changes shall take effect by:

1.19.1. placing the printed copies of the said documents on the information stands at internal departments of the Bank and/or;

1.19.2. placing the said information on the web-site of the Bank at the address: www.icicibankrussia.com and/or;

1.19.3. written notice sent to the Customer by ordinary mail.

1.20. In case of the Customer's disagreement with new Terms and/or Tariffs he shall be entitled to close the Card on submission of application on Card closure at least 1 (one) working day prior to the date when new Terms and/or Tariffs shall take effect in the procedure stipulated by paragraph 7 of the Terms. If the Bank does not receive application on Card closure within the period specified in this paragraph new Terms and/or Tariffs shall be deemed as accepted by the Customer.

1.21. Any changes or addendums to the Terms and/or Tariffs shall apply to all persons entered into the Agreement with the Bank including those who have entered into the Agreement before such changes or addendums come into force except for cases stipulated by paragraph 1.20 above.

1.22. Should the Card be lost or damaged or should the magnetic stripe be demagnetized or if the PIN-code is lost or declassified the Card-holder may receive a new Card or PIN-code on his/her written application.

1.23. The Customer shall notify the Bank in writing of any changes in personal details (last name, first name, patronymic name, passport details, address of current location, contact telephone number, etc.) within 14 (fourteen) calendar days after such changes take place.

1.24. The Customer agrees that documents submitted to the Bank for consideration are not returned.

1.25. On entering into the Agreement the Customer guarantees that all information submitted by the Customer to the Bank is complete, precise and true.

1.26. The Bank will render services to the Customer in accordance with the Russian law, banking rules and the Agreement.

2. Settlements

2.1. Credit limit is used by the Card holder by means of operations performed with Card or its requisites with prior Authorization or without Authorization as per the rules of Payment system Visa International.

2.2. The Bank debits directly from the account all interests, fees, forfeits (penalties and fines) stipulated by the existing Tariffs and the Agreement as well as other expenses incurred by the Bank as a result of the Account maintenance.

2.3. Operations on the Account including replenishment of the Account shall be carried out as per the Terms and in the procedure stipulated by the present Regulations, the Russian law, Regulations of CBR and Payment systems and as per the Bank Tariffs. The Bank reserves the right to replenish/debit the Accounts of Card holders through transit accounts.

2.4. The Customer shall perform operations on the account in accordance with the Russian law, regulations of CBR and the present Terms.

2.5. The Agreement is terminated on written application made in writing in the form established by the Bank and signed by the Customer in which event the Customer shall return the Card and all Add-on cards to the Bank.

2.6. The Bank charges fees for the Card maintenance as per the Tariffs by means of debiting the amount of fee from the Account without any instruction from the Customer.

2.7. Funds are credited to the Account by:

2.7.1. depositing cash over the counter at Cash desk;

2.7.2. depositing cash through ATM;

2.7.3. wire transfer.

2.8. Third parties may deposit cash assets on the account if it is not in conflict with the existing Russian law and regulations of CBR.

2.9. The date of information processing by the Bank shall be treated as the date of replenishment / debiting of funds from the Account irrespective of the actual operation date.

2.10. The Bank will credit funds to the Account on the next working day immediately succeeding the date of actual receipt of funds by the Bank.

2.11. If the Bank finds it impossible to credit funds to the Account for the reason of wrong / incomplete Customer's details in the payment document the Bank shall return the funds to the details of the payer indicated in the payment document without additional instruction from the Customer within 5 (five) working days after receipt of the said funds.

2.12. If the information on the performed operation was received by the Bank before 12.00 (Moscow time) and on the last working day of the month – before 11.00 (Moscow time) the above operation will be recorded on the Account the same business day.

2.13. If the information on the performed operation was received by the Bank after 12.00 (Moscow time) and on the last working day of the month –after 11.00 (Moscow time) the above operation will be recorded on the Account on the next business day.

2.14. If the information on the performed operation is received by the Bank on days off and/or holidays the above operation will be recorded on the Account on the first working day immediately succeeding days off and/or holidays.

2.15. In case of cash withdrawal through ATM or at cash desks that do not belong to the Bank commission of the Bank –owner of the cash desk or ATM may be charged from the Account in addition to the Bank commission charged as per the Tariffs.

2.16. When performing the following operations:

2.16.1. replenishment of the Account with cash funds in currency different from the Account currency pursuant to the Russian law;

2.16.2. purchase / sale of foreign currency in cash through Card and/or its requisites (within and beyond the territory of the Russian Federation)

The Bank converts funds at the internal bank rate and on terms and conditions of the Tariffs without any additional notification of the Customer. The exchange fee is debited from the Account in the amount established as per the Bank Tariffs on the exchange date.

3. Rights and Obligations of the Bank

3.1. The Bank undertakes to:

- 3.1.1. consider the Customer's application for the balance transfer, Card issue and fix, change or cancellation of the Credit limit in the amount, procedure and on terms and conditions stipulated by the Terms and application;
- 3.1.2. service the Account and process Card Operations pursuant to the Terms, Regulations of payment system Visa International and the Russian law;
- 3.1.3. submit information on the amounts due and debt repayment dates by:
 - 3.1.3.1. forwarding of Account Statement at the instruction of the Customer to his address or other address specified in the Application; or
 - 3.1.3.2. submission of Account Statement to the Customer or his authorized representative on his application to the Bank/Bank branch; or
 - 3.1.3.3. forwarding of Account Statement in the electronic format at the instruction of the Customer to his email address specified in the Application;
 - 3.1.3.4. calling to Twenty-Four-Hour Call Centre(subject to successful Customer Identification);
- 3.1.4. notify the Customer of any forthcoming amendments that are to be made to essential provisions of the Agreement including the amount of Credit limit, interest rate, Minimum amount due, Technical overdraft interest as per paragraph 1.19 of the present Terms;
- 3.1.5. render advisory services to the Card-holder on the issue of services provided under the Agreement as well as other Bank products;
- 3.1.6. to keep Account secret and disclose information on the Account and any data specified by the Customer in the Application only in cases and in the procedure stipulated by paragraph 9.9 hereof;
- 3.1.7. consider applications and claims made by the Card holder in writing within 30 (thirty) calendar days upon their receipt;
- 3.1.8. block the Card on the Card-holder's written request (excepting requests received by fax, email or ordinary mail) or telephone call to the Twenty-Four-Hour Call Centre (subject to his/her successful Identification) ;
- 3.1.9. submit information on the performance by the Customer of his/her obligation under the Agreement to Credit History Bureau subject to receipt of written or otherwise documented consent from the Customer.

3.2. The Bank is entitled to:

- 3.2.1. accept or reject the Customer's application at its own discretion and refuse fixing Credit Limit to the Customer without reasoning, and at its own discretion to decrease or cancel the Credit Limit, including the case when the credit card has not been activated within two months after its issue;
- 3.2.2. change Credit Limit based on written application of the Customer submitted to the Bank;
- 3.2.3. refuse increase or reduction of Credit Limit to the Customer without reasoning;
- 3.2.4. reduce Credit Limit unilaterally or cancel previously established Credit Limit with sending notice to the Customer thereof 14 (fourteen) calendar days prior to the said alteration or with placing the said information on the web-site of the Bank at the address: www.icicibankrussia.com (in case of mass procedures on reduction or cancellation of previously established limits);
- 3.2.5. refuse executing the instruction of the Customer should any mistake made by the Customer be revealed (payment details) or if the Customer fails to submit or submits incomplete set of documents (details) required by the Bank for the performance of operation or if such operation does not comply with the Russian law, Banking rules and the Terms;
- 3.2.6. change Tariffs, Terms unilaterally in which event the Bank shall notify the Customer thereof in the procedure specified in paragraph 1.19. above;
- 3.2.7. debit any amounts or receipts from the Account and/or other accounts opened by the Bank in the name of the Customer or other accounts that might be opened by the Bank in the future in satisfaction of Debt on the Customer's application;
- 3.2.8. debit funds from the Account in satisfaction of Debt without instruction of the Customer;
- 3.2.9. debit from the Customer's account without his/her instruction or otherwise collect from the Customer any amounts credited to the Account by mistake;
- 3.2.10. debit funds from other accounts of the Customer opened with the Bank without his/her instruction with further transfer of the debited funds in satisfaction of Debt in case of overdue or insufficient funds on the Customer's account. If other accounts from which funds are debited are

opened in currency different from the currency of the Account the Bank is entitled to convert the funds at the internal Bank rate effective on the date of debiting;

3.2.11. debit from the Account the sums of operations previously performed by the Customer within 45 (forty-five) calendar days after the Card blockage as provided in paragraph 7.1 of the Terms or expiration of the Card tenor if it is not renewed as per paragraph 3.2.19 hereof;

3.2.12. impose additional restrictions on cash withdrawal in cases that are not in conflict with the Russian law;

3.2.13. block, lift Credit limit for the reasons stipulated by the Terms;

3.2.14. charge interest for using the Credit, commissions and other payments stipulated by the Tariffs;

3.2.15. submit Account Statement to the Customer any time requiring the latter to repay the Debt;

3.2.16. record telephone conversations with the Customer on his/her application to the Twenty-Four-Hour Call Centre or other Bank departments for the purpose of quality monitoring and use these records as evidence of the same;

3.2.17. exchange information on fraud within the limits of the Payment System so that to avert losses of both the Customer and the Bank as a result of unauthorized usage of the Card by third parties as well as transfer and disclose confidential information related to the Customer;

3.2.18. send information messages to the Customer to his/her home address, office address;

3.2.19. should the Card be expired renew the Card without notifying the Customer unless the Bank receives other request from the Customer 30 (thirty) days prior to expiration of the Card;

3.2.20. refuse Card renewal to the Customer if the Customer conducted neither operations with the Card for six months before its expiration;

3.2.21. hand over the account to the Collection agency for the recovery purposes in case of failure or improper execution by the Customer of his/her obligations under the Agreement;

3.2.22. the Bank is entitled to waiver any right at its own discretion within the term of validity of the Agreement and/or refuse any amount due and payable to it under the Agreement. Such waiver / refusal does not require any additional consent on the part of the Customer and shall be executed in the form of a written notice sent by the Bank to the Customer's address specified in the Application;

3.2.23. assign to any other person or otherwise dispose of his /her rights and obligations hereunder, provided that the Bank will be entitled to disclose to the assignee any information on the Customer and this Agreement;

3.2.24. annihilate the Card unilaterally without prior notification of the Customer should the Agreement be terminated for the reasons stipulated by paragraph 7.1.3 hereof.

3.2.25. the Bank is entitled to accelerate total amount due and payable by the Customer to the Bank in case Customer violates schedule stipulated by paragraph 8.5 hereof.

4. Rights and Obligations of the Customer

4.1. The Customer undertakes to:

4.1.1. observe the Terms;

4.1.2. pay interest, commissions, penalties to the Bank as per the Agreement;

4.1.3. bear responsibility for trustworthiness of the information specified in the Application; notify the Bank in writing of all changes in the Application data within 14 (fourteen) calendar days of the said changes;

4.1.4. make Add-on card holders be acquainted with the Terms and Tariffs of the Bank;

4.1.5. perform operations within the Credit Limit;

4.1.6. avoid Technical overdraft on the Account;

4.1.7. repay the Debt in the procedure and within the time period defined by the Terms;

4.1.8. should his/her income become lower notify the Bank in writing thereof within 14 (fourteen) calendar days from the date when his/her income was reduced;

4.1.9. put his/her signature on the back side of the Card (on signature stripe) and apply to the Bank for Card Activation;

4.1.10. return the Card to the Bank and repay the debt at least 45 (forty-five) calendar days prior to retirement age or prescheduled retirement and in the procedure stipulated in paragraph 7.4. of the

Terms;

4.1.11. should the funds be debited from the Account in currency different from the Account currency, the Customer hereby authorizes the Bank to convert the debited funds at the internal Bank rate being effective on the exchange date in accordance with the Bank Tariffs. The Customer shall assume all risks of loss as a result of currency exchange;

4.1.12. the Customer shall keep records of the operations performed with Card or its requisites;

4.1.13. within 14 (fourteen) calendar days after generation of Account Statement but not later than 60 (sixty) calendar days after the operation date the Customer shall apply to the Bank in case of his disagreement with the information on operations specified in the Account Statement. The Bank recommends to the Customer to keep all payment documents connected with the Card operations for one year from the operation date and submit them to the Bank in case of any dispute. On the expiration of the above period the information specified in the Account Statement shall be considered as true and is not subject to contestation;

4.1.14. return the Card to the Bank within 3 (three) calendar days upon its expiration or on written demand of the Bank to return the Card or on submission of Application for Agreement termination;

4.1.15. immediately call up to Twenty-Four-Hour Call Centre or apply to the Bank in person if the Card is lost, stolen, captured in which event measures shall be taken to terminate Card operations. As soon as the Card is blocked the Customer is not responsible for Authorized Operations;

4.1.16. confirm verbal notification of Card loss, theft, withdrawal with written statement of loss, theft, withdrawal within 14 (fourteen) working days after verbal notification;

4.1.17. immediately notify and return the Card to the Bank should the Card previously declared as lost be found. Usage of this Card is prohibited;

4.1.18. return expired Cards to the Bank. The Customer shall return expired Card to the Bank for the receipt of the new Card or Card renewal;

4.1.19. the Customer is not allowed to hand over the Card to third parties as well as information on PIN-code;

4.1.20. submit all documents requested by the Bank enabling the latter to perform the functions of a currency control agent in accordance with the Russian law;

4.1.21. remember and keep PIN-Code in place inaccessible for third parties and prevent from putting down PIN-Code on the Card.

4.1.22. notify the Bank of his/her intention not to have the Card automatically renewed at least 30 (thirty) calendar days prior to the expiration of the Card tenor;

4.1.23. fulfill other requirements stipulated by the Terms;

4.1.24. close neither current accounts opened in the name of the Customer with the Bank during the whole period of Agreement validity;

4.1.25. submit Applications for the Balance transfer and specify details of credit card account opened with the issuing bank;

4.1.26. reimburse all actual expenses incurred by the Bank as a result of non-performance or improper performance by the Customer of his/her obligations hereunder (including pre-judicial and legal costs or other expenses).

4.2. The Card holder is entitled to:

4.2.1. perform operations within the fixed Credit limit and in the procedure stipulated by the Terms;

4.2.2. apply to the Bank requesting to increase / reduce Credit limit;

4.2.3. apply to the Bank in person / by phone so that to get consultation on the issues concerning available Credit Limit or Card usage;

4.2.4. make own decisions on partial or full repayment of Debt if the Bank does not send any request to repay the Debt in full by ordinary mail with advise of delivery;

4.2.5. apply to the Bank with the application for Card renewal;

4.2.6. apply to Assistance Centre of the relevant Payment System of other bank-participant if it is impossible to get in touch with the Bank so that to report the loss, theft, withdrawal of the Card;

4.2.7. put forward a claim to the Bank as per paragraph 4.1.13 of the Terms in case of disagreement with the Bank Statement;

4.2.8. cancel the agreement on sending written notice to the Bank;

4.2.9. give standing instruction to the Bank for direct debiting of funds from accounts opened with the Bank for Debt repayment;

4.2.10. return the Card and all Add-on cards to the Bank in case of termination of the Agreement on his/her own initiative.

5. Procedure for charging interests and repayment of Debt on Card Account

5.1. Every month within 20 days from the date when Account Statement is generated the Customer shall pay Minimum amount due for the Billing Period in the amount being equal to 10% of Indebtedness calculated on the date of Account Statement for the Billing Period.

The amount of Minimum amount due, amount of Debt and the date when payment period is terminated shall be specified in monthly Account Statement;

5.2. If the last day of Payment Period falls on holiday / day-off then Minimum amount due shall be paid on business day immediately succeeding the last day of Payment period;

5.3. Should the Customer repay the Debt prior to termination of the Payment Period then interest accrued on the amount of Credit for the previous Billing Period is not charged (Grace Period). Provided however that neither Grace Period may last more than 50 (fifty) days.

5.4. Paragraph 5.3. is not applicable to cash withdrawal operations through ATM of the Bank and/or other credit institutions as well as at cash desks of the Bank and/or other credit institutions.

5.5. In case of partial repayment by the Customer of Debt specified in the Statement within the current Billing period the interest on the amount of Credit for the previous month will be charged starting from the date of Credit till the date of Debt repayment.

5.6. The funds in the amount exceeding the Debt will be placed on the Account and used in satisfaction of further operations with Card in which event interest is not charged on the account balance used for card operations and recording operations.

5.7. In case of the Customer's failure to fulfill the obligations stipulated by paragraph 5.1. hereof Minimum amount due and accrued Interest shall be declared as overdue with debiting fees from the Account (other accounts of the Customer opened with the Bank if there are no sufficient funds on the Account) charged as per the Bank Tariffs. The Card may be re-activated subject to full repayment by the Customer of the Minimum amount due, accrued Interest and charged fees.

If the Customer fails to pay Minimum amount due for three consecutive payment periods then the total debt shall be declared as overdue with the Card being blocked for credit reasons. Decision on the card re-activation will be taken by the Bank, at its own discretion, upon full repayment by the Customer of the total debt. In such a case the Bank has also the right to cancel the Credit Limit at its own discretion.

5.8. When the Card is blocked for credit reasons in accordance with paragraph 5.7 hereof the Bank will reduce the Credit limit to the amount of the existing Loan debt of the Customer. Decision on the Credit limit restoration will be taken by the Bank upon full repayment by the Customer of the total debt.

5.9. Interest on the Loan debt that is not repaid within the Grace period is charged on the last day of the Billing period at the Bank rate fixed as per the Tariffs. The said interest is payable in the next Payment Period. If the Billing period terminates on a day off/holiday then Statement is generated on the last working day of the Billing period.

5.10. The Debt will be repaid in the following order:

- overdue interest;
- interest for using the Credit;
- fees;
- Technical overdraft;
- overdue Debt;
- Credit;
- collection costs incurred by the Bank (including fees owing to collection agencies).

5.11. As soon as the Debt is repaid Credit limit on the account will be increased by the amount of the repaid Credit.

5.12. Obligations of the Customer on repayment / partial repayment of the Debt shall be deemed as fulfilled when the funds are deposited on the Account.

5.13. All funds credited to the Account will be used for Debt repayment.

6. Procedure for charging interest and repayment of Technical overdraft

6.1. The Customer shall clear Technical overdraft and pay interest charged on this amount within 30 (thirty) calendar days from the date of Technical overdraft (hereinafter – period of continuous debt) except for cases when the date of debt repayment falls earlier. In this case irrespective of the repayment period established for Technical overdraft the said Technical overdraft is declared overdue starting from the date fixed for Debt repayment.

6.2. Interest will be charged on the amount of Technical overdraft as per the Bank Tariffs should the amounts specified in paragraph 6.1. of the Terms be not repaid on the expiration of the period of continuous overdraft.

6.3. Should the amount of prior debt on Technical overdraft be increased the repayment period of the total amount of Technical overdraft shall not exceed the period of continuous overdraft.

7. Agreement termination. Procedure of debt repayment

7.1. The Agreement may be terminated:

7.1.1. on the initiative of the Customer on the basis of corresponding Application of the Customer and Card return;

7.1.2. on the initiative of the Bank subject to written notification sent to the Customer to the address specified in the Application in the following cases:

7.1.2.1. failure to repay Minimum amount due within two or more Payment periods;

7.1.2.2. the Customer did not use Credit limit within one year starting from the date of the Card issue;

7.1.2.3. the Bank has learnt about circumstances which may affect creditworthiness of the Customer including cases described in paragraph 4.1.10. above;

7.1.2.4. failure on the part of the Customer to comply with the Terms and/or applicable Russian law.

7.1.2.5. the Bank has canceled the Credit limit;

Written notice of Agreement termination will be forwarded by the Bank to the Customer to the address specified by the Customer in his/her Application.

7.1.3. on the Parties' agreement in the event when the Customer has failed to obtain the Card from the Bank for 6 (six) months from the date of its issue provided that there are no funds on the Customer account. The Agreement will be treated as terminated on the expiration of the six months period from its issue date.

7.2. Card will be blocked and Billing period will be interrupted from the date of the Bank decision to terminate the Agreement / submission by the Customer of the relevant Application for termination of the Agreement (in case on the date of Application for termination the card is not blocked).

7.3. Should the Agreement be terminated interest for Credit utilization is payable along with total debt repayment.

7.4. Debt repayment in case of termination of the Agreement:

7.4.1. on the initiative of the Customer - the Debt shall be repaid within 45 (forty-five) days (inclusive) from the date of submission by the Customer of the corresponding Application subject to return of the Card to the Bank on the same day;

7.4.2. on the initiative of the Bank - the Debt shall be repaid within 45 (forty-five) days (inclusive) from the date of Bank decision on termination of the Agreement.

7.5. If Debt is not repaid on expiration of the period specified in paragraph 7.4. above the total amount of Debt shall be deemed as overdue with all operations carried out by the Customer with Card being treated as Technical overdraft.

7.6. The Agreement shall be treated as terminated as soon as the Customer repays the Debt. If the Customer has failed to obtain the Card for 6 (six) months from the date of its issue, the Agreement will be terminated on the initiative of the Bank on the expiration of six months period from the date of the card issue. If the Bank has cancelled the Credit limit the Agreement will be terminated on the

initiative of the Bank after expiration of 7 (seven) calendar days after notification to the Customer. The Bank is entitled to annihilate the Card as soon as the Agreement is terminated.

7.7. If there is any balance on the Account it will be returned at the Bank discretion to the Card holder in cash or transferred to the banking details specified by the Customer on the expiration of 45 (forty-five) calendar days after the Card blockage for reasons specified in paragraph 7.1. of the Terms or expiration of its tenor unless it is renewed as per paragraph 3.2.19 of the Terms.

7.8. In case of Agreement termination annual administration fee is not refundable.

7.9. The Bank account shall be closed in case of termination of the Agreement.

8. Card validity period. Card renewal

8.1. Credit card is valid till the last day of the month / year specified on its face.

8.2. Card Renewal:

The Card will be renewed for the next period automatically except for cases stipulated in subparagraphs 3.2.19. and 4.1.22 of the Terms. Starting from the second year annual administration fee will be debited from the Account.

8.3. Early renewal of the Card is carried out in the following cases:

8.3.1. loss/theft/withdrawal of the Card - on the basis of written Application for Card renewal submitted to the Bank /Bank Branch;

8.3.2. change of the first or last name - on the basis of written Application for Card renewal submitted to the Bank /Bank Branch along with the documents confirming the said changes.

8.4. Fee for early renewal charged as per the Tariffs will be debited from the Account.

8.5. In case the Card term has expired Banks stops the crediting and Customer shall repay the debt during 10 (ten) months subject to condition that each Minimum amount due shall include not less than 10% (ten per cent) of the principal amount calculated on the date of expiration of the Card tenor and all interests, fees and charges calculated on the date of the payment of Minimal amount due. The Bank is entitled to accelerate total amount due and payable by the Customer to the Bank in case Customer violates schedule stipulated by this paragraph

9. Miscellaneous

9.1. The Terms are drawn up and shall be construed in accordance with the Russian law and Regulations of International Payment System.

9.2. Should the Parties fail to come to an understanding all disputes and differences shall be considered by the court of general jurisdiction. The Parties agree that in case on non-fulfillment by the customer of his obligations under the Agreement and application to court execution proceeding may be initiated against the customer on the basis of the relevant court order.

9.3. The Customer shall bear responsibility for all operations including all operations performed by third parties.

9.4. The Bank is not responsible for Technical overdraft on the Account of the Customer including cases when such overdraft occurred due to difference in rates of exchange at which funds were converted as per the present Terms.

9.5. The Bank is not liable for non-fulfillment or delayed fulfillment of the obligations under the Agreement if such non-fulfillment or delay occurred as a result of technical failures (dumping / damage of electric supply and telecommunication networks, software failure at the Processing Centre, technical failure of the Payment systems) incorrect / incomplete details specified by the Customer for the transfer of the funds to the Account, force-majeur circumstances as well as non-performance (violation) by the Customer of the present Terms.

9.6. The Bank is deemed to have fulfilled its obligations on the balance transfer as soon as the said funds have been received on the correspondent account of the issuing bank. The Bank shall not be liable for any mistakes, negligence or delay in payments occurred through the fault of the issuing bank.

The Customer shall be responsible for any false details or incorrect information disclosed to the Bank through Application for the Balance transfer as well as for any delay or errors that may arise as a result of vague, incomplete or inaccurate instructions given by the Customer.

The Bank will not pay any penalties charged by the issuing bank for the delay in crediting funds to the credit card account opened with the issuing bank if the same has happened through no fault of the Bank.

The Bank shall be responsible for its failure to transfer or transfer in time cash funds in satisfaction of the customer debt on credit card account opened with the issuing bank in accordance with applicable Russian law.

9.7. The procedure for Card issuance and maintenance stipulated by the Terms may be changed or supplemented by the Bank unilaterally with notifying the Customer thereof as per paragraph 1.19 of the Terms.

9.8. The Parties agree to accept Authorization data, Account Statements as well as other documents received from payment systems in hard copies or in electronic format as evidence for settlement of any dispute.

9.9. The Customer and the Bank agree not to disclose any financial data or other information obtained from each other. Such information may be disclosed to any third party with written approval of the other party or in cases stipulated by the Russian law. This provision is not applicable in the event of the information disclosure (a) in cases stipulated by paragraph 3.12.17 hereof; (b) should the Bank assign its rights and obligations hereon or (c) hand over the account to the collection agency.

9.10. The Customer hereby consents and authorizes the Bank to process his/her personal data contained in the Agreement and other documents submitted by the Customer.

For the purposes of this paragraph, processing of personal data means, without limitation, collection, systematization, storage, safekeeping, making enquiries (updating, amending), use, depersonalization, blocking, destruction, along with disclosure (transfer) of such data to third parties (including agents), provided that it is confidential and safe to process these personal data. The Bank may process personal data when executing any of its rights and obligations stipulated by internal procedures of the Bank, this Agreement and applicable Russian Law. The Customer is deemed to have given his/her consent under this paragraph for an indefinite term provided that the same may be recalled by the Customer should the Agreement be terminated by way of notice in writing. In such event the Bank terminates processing personal data that shall be annihilated within the period not more than 75 (seventy-five) years from the date of termination hereof.